

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

ABDIFATAH ABUKAR, on behalf of
himself and all others similarly
situated,

Plaintiff,

v.

REYNOLDS MACHINE CO., LLC
and SUSSEK MACHINE CO., LLC,

Defendants.

Case No. 19-CV-838-JPS

ORDER

On January 21, 2020, the parties filed a joint motion for settlement resolving Plaintiff's Fair Labor Standards Act ("FLSA") claims against Defendant. (Docket 36). The Court reviewed and preliminarily approved the settlement agreement on March 3, 2020, and set the matter for a fairness hearing on May 7, 2020. (Docket #40). On April 30, 2020, the plaintiff filed a final motion for settlement approval. (Docket #66). After reviewing the terms of the settlement agreement, (Docket #36-1), the Court finds that the parties' settlement constitutes "a fair and reasonable resolution of [] bona fide dispute[s]" under the FLSA, 29 U.S.C. § 201 *et seq.*; *Lynn Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982); *Walton v. United Consumers Club, Inc.*, 786 F.2d 303, 306 (7th Cir. 1986). As such, and for the reasons explained at the fairness hearing, the Court will grant the motion for final settlement approval, as well as the plaintiff's motion for attorneys' fees and costs, (Docket #50). The Court approves of the settlement agreement, and will incorporate the terms of the parties' proposed order in full below. Finally, as requested, the Court will dismiss this action with

prejudice, except as needed to enforce the terms of the settlement agreement, as described below.

Accordingly,

IT IS ORDERED that the plaintiff's motion for attorneys' fees and costs (Docket #50) be and the same is hereby **GRANTED**;

IT IS FURTHER ORDERED that the parties' motion for final approval of collective and class action settlement (Docket #66) be and the same is hereby **GRANTED**;

IT IS FURTHER ORDERED that the parties' Settlement Agreement (Docket #36-1) be and the same is hereby **APPROVED** as a fair, reasonable, and adequate compromise of bona fide disputes between the parties; and

IT IS FURTHER ORDERED that:

1. Class Counsel's request for an award of attorneys' fees of 1/3 of the common settlement fund is reasonable and fair; Hawks Quindel, S.C. shall be awarded \$58,333.33 in attorneys' fees plus \$5,952.44 in costs.

2. The Settlement Agreement is binding on Defendants, Plaintiff Abukar, the members of the 29 U.S.C. § 216(b) Collective Class who have timely opted-into this matter (as identified in the chart below), and the members of the Rule 23 Class that have not timely excluded themselves from this matter (as identified in the chart below).

3. The Parties shall comply with the terms of their Settlement Agreement entered. Defendants Reynolds Machine Co., LLC and Sussek Machine Co., LLC must make the settlement payments pursuant to the schedule in this Order.

4. Specifically, the Court enters a mandatory injunction requiring that Defendants Reynolds Machine Co., LLC and Sussek Machine Co., LLC deliver payments to Plaintiff, the Collective Class Members and

the Rule 23 Class Members identified below, in the following amounts, and pursuant to the following schedule within 30 days of the date of this Order:

LAST NAME	FIRST NAME	SERVICE PAYMENT (1099)	FLSA (W2)	FLSA (1099)	WI LAW (W2)	WI LAW (1099)
CALARA	ROMMEL		\$446.34	\$446.34	\$595.11	\$297.56
KONECKE	CHRISTOPHER				\$595.11	\$297.56
BETHE	RUSSELL		\$0.00	\$0.00	\$0.00	\$0.00
SADLER	FRANKLIN				\$595.11	\$297.56
COUTLEY	TIMOTHY		\$446.34	\$446.34	\$595.11	\$297.56
ZION	PAUL B.		\$446.34	\$446.34	\$595.11	\$297.56
MILLERMON	ROGER		\$425.27	\$425.27	\$567.02	\$283.51
ABBOTT	BRIAN				\$595.11	\$297.56
YAMAT	FREDERICK		\$446.34	\$446.34	\$595.11	\$297.56
YAMAT	JIMMY		\$446.34	\$446.34	\$595.11	\$297.56
YAMAT	NINOY				\$10.68	\$5.34
YAMAT	LEONARDO		\$398.93	\$398.93	\$531.90	\$265.95
NIEMI JR.	JAMES				\$397.18	\$198.59
VIRAY	PABLITO		\$446.34	\$446.34	\$595.11	\$297.56
STEWART	THOMAS		\$446.34	\$446.34	\$595.11	\$297.56
OLESON	JUSTIN		\$446.34	\$446.34	\$595.11	\$297.56
RIVERA	REYNALDO		\$446.34	\$446.34	\$595.11	\$297.56
CRUZ	MARNEL				\$190.91	\$95.46
GENTELE	RONALD		\$446.34	\$446.34	\$595.11	\$297.56
MASANGCAY	DENNIS				\$595.11	\$297.56
RIVERA	RENATO				\$595.11	\$297.56
TULOD	MARIO		\$446.34	\$446.34	\$595.11	\$297.56
DIAZ-COLON	ABNER		\$14.85	\$14.85	\$19.79	\$9.90
HODGES	JACK		\$446.34	\$446.34	\$595.11	\$297.56
TRAN	VU				\$595.11	\$297.56

IGNACIO	JORDAN		\$446.34	\$446.34	\$595.11	\$297.56
HERNANDEZ	MARCOS				\$595.11	\$297.56
ANGEL	YAP		\$446.34	\$446.34	\$595.11	\$297.56
BUSTOS	ALEJANDRO				\$0.00	\$0.00
KASTA	RANDY		\$446.34	\$446.34	\$595.11	\$297.56
MANANSALA	RODOLFO		\$446.34	\$446.34	\$595.11	\$297.56
MALDONADO	JUAN		\$446.34	\$446.34	\$595.11	\$297.56
FALCIS	EULOGIO				\$26.11	\$13.05
GENTELE	JEROMY		\$446.34	\$446.34	\$595.11	\$297.56
MURILLO	FLORENTINE		\$446.34	\$446.34	\$595.11	\$297.56
WEBBER	RANDY		\$446.34	\$446.34	\$595.11	\$297.56
NAYLOR	RYAN				\$185.20	\$92.60
CZYSZ	BRYAN		\$446.34	\$446.34	\$595.11	\$297.56
BAATZ	MICHAEL		\$446.34	\$446.34	\$595.11	\$297.56
YUMANG	RUEL		\$446.34	\$446.34	\$595.11	\$297.56
POTEGA	ADAM		\$446.34	\$446.34	\$595.11	\$297.56
MICKELSON	JASON		\$446.34	\$446.34	\$595.11	\$297.56
GALLEGOS	RICARDO				\$289.91	\$144.96
UDOVICH	JOHN		\$196.36	\$196.36	\$261.82	\$130.91
POPE	VANN	\$2,000.00	\$502.46	\$502.46	\$669.95	\$334.98
DVORNIK	MATTHEW		\$446.34	\$446.34	\$595.11	\$297.56
YAMAT	JAIHSON		\$446.34	\$446.34	\$595.11	\$297.56
JAWORSKI	DONALD		\$446.34	\$446.34	\$595.11	\$297.56
MANANSALA	ROBERT				\$595.11	\$297.56
CLAYWELL	MATTHEW				\$2.37	\$1.19
HODGES	CHLOE		\$188.68	\$188.68	\$251.57	\$125.78
FELIX	DANIEL		\$135.52	\$135.52	\$180.69	\$90.35
RICHARDS	ROBERT				\$595.11	\$297.56
DEDIEGO	GUILLERMO		\$75.18	\$75.18	\$100.24	\$50.12
BARBIAN	GERALD				\$595.11	\$297.56
DAY	VICTOR				\$221.56	\$110.78

HERNANDEZ	ROGOLIO		\$56.03	\$56.03	\$74.70	\$37.35
BECKER	RICHARD		\$408.51	\$408.51	\$544.68	\$272.34
CAROLINA	OTIS				\$214.39	\$107.19
REEVES	BYRON				\$256.04	\$128.02
MOORE	PHEROH		\$129.30	\$129.30	\$172.39	\$86.20
NIX	TYRI				\$111.10	\$55.55
HERNANDEZ	TYRONE		\$31.61	\$31.61	\$42.14	\$21.07
MULLER	THOMAS		\$92.54	\$92.54	\$123.39	\$61.69
IVERSON	DERRICK		\$193.46	\$193.46	\$257.95	\$128.98
NUNEZ- MORROBEL	EDWIN				\$226.67	\$113.33
WILSON	TREVOR		\$91.94	\$91.94	\$122.59	\$61.30
MEETZ	JEREMIAH		\$250.25	\$250.25	\$333.67	\$166.83
STELLOH	ALEC		\$196.34	\$196.34	\$261.78	\$130.89
ENRIQUEZ	JACOB		\$74.23	\$74.23	\$98.97	\$49.48
ARNOLD	STEVEN		\$79.01	\$79.01	\$105.35	\$52.68
ZION	PAUL G.		\$446.34	\$446.34	\$595.11	\$297.56
EMMER	DALE		\$150.37	\$150.37	\$200.49	\$100.24
BEHLING	TIMOTHY				\$80.45	\$40.23
GIGOWSKI	CHAD				\$213.26	\$106.63
GONZALEZ	MIGUEL				\$146.85	\$73.43
FLOWERS	CAMEO		\$253.32	\$253.32	\$337.76	\$168.88
MARTIN III	ALVIN		\$209.75	\$209.75	\$279.66	\$139.83
MATLOCK	SHAWN				\$289.24	\$144.62
WILLIAMS	TRAVIS		\$172.39	\$172.39	\$229.86	\$114.93
IRIZARRY	CARLOS		\$131.69	\$131.69	\$175.59	\$87.79
VALENTINO	LANDO		\$223.63	\$223.63	\$298.18	\$149.09
JELKS	JA HARRIE				\$229.86	\$114.93
ARROYO	CARLOS		\$169.04	\$169.04	\$225.39	\$112.69
ABUKAR	ABDIFATAH	\$5,000.00	\$158.03	\$158.03	\$210.70	\$105.35
DELEON	LEON				\$74.70	\$37.35

SOTO	MIGUEL				\$199.21	\$99.61
CRUZ	STEVEN				\$24.26	\$12.13
CERNY JR.	KARL		\$123.07	\$123.07	\$164.09	\$82.05
CERNY	KARL T.		\$106.31	\$106.31	\$141.75	\$70.87
BUCHTING	ALVARO				\$50.44	\$25.22
CRUZ	BENJAMIN		\$71.83	\$71.83	\$95.77	\$47.89
GOMEZ- HERNANDEZ	PEDRO				\$65.77	\$32.88
BIVENS	RICHARD				\$160.09	\$80.04
HILLS	TRAIVIONE				\$0.64	\$0.32
NELSON	QUINTARIUS				\$2.14	\$1.07
LUNA	JONATHON				\$0.02	\$0.01
BRUNELLE	STEVEN				\$4.87	\$2.43
THOMAS	JABARIE				\$1.75	\$0.88
JUAREZ	JOSE				\$5.84	\$2.92
ALCALA	CHRISTIAN				\$4.09	\$2.04
CARTER	DIAMONTE				\$1.75	\$0.88
FLATEN	GABRIEL		\$0.88	\$0.88	\$1.17	\$0.58
KEIL	ROCK				\$0.58	\$0.29
HILLS	CHRISTOPHER				\$0.39	\$0.19
MILLER	EARL				\$0.58	\$0.29
JONES	JOHNNIE				\$11.29	\$5.65
MORRIS	DONOVAN				\$5.65	\$2.82
MERCEDES	DANIEL				\$0.19	\$0.10
VARGAR	EDWARD				\$0.10	\$0.05
CAMPBELL	MARIAN				\$6.43	\$3.21
BURDICK	LEONARDO				\$3.89	\$1.95
GARCIA	CECILIO				\$0.19	\$0.10
GLOVER	LAMARR				\$0.39	\$0.19
PANKEY	RAQUAN		\$18.84	\$18.84	\$25.12	\$12.56
TUCKER	ARREIUM				\$0.97	\$0.49

BEAMON	LAFAYETTE				\$0.19	\$0.10
TRUJILLO	JUAN				\$0.19	\$0.10
WARD	WESLEY				\$0.39	\$0.19
MATHEWS	SAMUEL				\$1.17	\$0.58
ROBERTSON	MAURICE				\$13.44	\$6.72
TURNER	LAJUAN				\$12.27	\$6.13
VALLEJO	PEDRO				\$2.14	\$1.07
BAUMANN	TIMOTHY				\$1.36	\$0.68
BENTLEY	LEROY				\$8.37	\$4.19
FARIAS	ISMAEL				\$10.90	\$5.45
RAMIREZ	GUSTAVO				\$5.45	\$2.73
LOPEZ	MICHAEL				\$3.12	\$1.56
SANCHEZ	JOSE				\$43.03	\$21.52
KUHL	MICHAEL				\$1.56	\$0.78
FLORES	JOSE		\$2.19	\$2.19	\$2.92	\$1.46
GUZMAN	EMMANUEL		\$7.01	\$7.01	\$9.35	\$4.67
MAYS	LONELL		\$11.25	\$11.25	\$14.99	\$7.50
CAJSKI	RYAN		\$6.98	\$6.98	\$9.30	\$4.65
JAMES	DARRELL				\$8.96	\$4.48
LONGORIA	ROBERTO				\$6.23	\$3.12
BOETTCHER	MICHAEL				\$4.28	\$2.14
VILLALOBOS	DAVID				\$0.19	\$0.10
O'NEAL	ROGER				\$0.97	\$0.49
HAMERICK	MICHAEL				\$22.39	\$11.20
SORENSEN	ROBERT				\$11.29	\$5.65
BORGES	ANTONIO				\$2.92	\$1.46
DONNELL	CHRISTOPHER				\$1.56	\$0.78
LEE	JAY				\$0.19	\$0.10
TATE	CLIFTON		\$11.39	\$11.39	\$15.19	\$7.59
JOPEK	JEFFREY		\$8.62	\$8.62	\$11.49	\$5.74
SCHNUCK	CHRISTOPHER				\$0.97	\$0.49

CARTER	DERRION				\$2.14	\$1.07
CORTES	HERIBERTO				\$2.34	\$1.17
MCKINLEY	JOHN				\$11.49	\$5.74
STEPHEN	THOMAS				\$0.78	\$0.39
GRANBERRY	JAMES				\$12.27	\$6.13
ELENA	ISAAC				\$14.02	\$7.01
RIOS	JOE				\$4.48	\$2.24
SHAFFER	FORREST				\$1.95	\$0.97
ANDERER	JACOB				\$3.70	\$1.85
MCCLOUD	COLLIN				\$4.09	\$2.04
HOLLOWAY	TIMOTHY				\$12.27	\$6.13
NUNO	ANTONIO				\$8.96	\$4.48
FERNANDEZ	DIEGO		\$2.04	\$2.04	\$2.73	\$1.36
LEBLANC	BENJAMIN				\$1.56	\$0.78
SMITH	MATTHEW				\$5.45	\$2.73
HAUS	SHAWN				\$3.70	\$1.85
HOLLOWAY	ANTHONY				\$0.39	\$0.19
MONTOYA	MICHAEL				\$10.13	\$5.06
PHANTUTHAN ALAY	BEEJAY				\$1.56	\$0.78
LARACUENTE	GEOVANIE				\$0.19	\$0.10
RIVERA	SAMUEL		\$7.74	\$7.74	\$10.32	\$5.16
RIDGEWAY	ROBERT				\$3.70	\$1.85
RODRIQUEZ	ROBERTO				\$10.13	\$5.06
MEYER	DYLLAN				\$12.66	\$6.33
ZORN	ROBERT				\$5.26	\$2.63
DAVIS	LOUIS				\$0.19	\$0.10
LOVE	TENNESSEE		\$1.46	\$1.46	\$1.95	\$0.97
ERDMAN	ERICK		\$7.16	\$7.16	\$9.54	\$4.77
LOR	YING				\$0.19	\$0.10
MARTINEZ	JORGE				\$1.56	\$0.78

VALDEZ	RADIMIR				\$0.19	\$0.10
WALSH	COLIN				\$9.15	\$4.58
LOPEZ	JULIAN				\$0.39	\$0.19
MORALES	NELSON				\$1.56	\$0.78
OLVERA	JAPHET				\$24.34	\$12.17
OSTROWIECKI	KYLE				\$2.73	\$1.36
VARGUS	SAMUEL				\$10.13	\$5.06
GREENWOOD	JESUS				\$0.12	\$0.06
DAY	DARYL		\$18.99	\$18.99	\$25.31	\$12.66
JOHNSON	FRANKLIN				\$2.53	\$1.27
VILLARREAL	RENE				\$0.19	\$0.10
WASHINGTON	DELLON				\$0.19	\$0.10
CARRILLO	ROBERTO				\$3.12	\$1.56
SANTIAGO	HECTOR				\$1.56	\$0.78
CARPENTER	BYRON		\$0.29	\$0.29	\$0.39	\$0.19
RIDLEY	JUSTIN				\$4.48	\$2.24
WILSON	JACOB				\$7.59	\$3.80
PAIGE	ANTOINE				\$0.58	\$0.29
HOWARD	DESMOND				\$0.19	\$0.10
GAVITT	ANTHONY				\$1.36	\$0.68
KILLINGWORTH	LORENZO				\$1.75	\$0.88
BOBO	ROBERT				\$1.17	\$0.58
GUERRA	JAVIER		\$7.45	\$7.45	\$9.93	\$4.97
JEMISON	ANTHONY				\$2.34	\$1.17
BERRY	DARICK				\$3.12	\$1.56
BROOKS	LEWIS				\$0.19	\$0.10
ZAMORA	FRANCO				\$1.56	\$0.78
VILLARREAL	JOEL				\$0.19	\$0.10
KONG	JERRY				\$0.19	\$0.10
OVERLAND	PHILLIP				\$2.53	\$1.27
CALDERON	ISMAEL				\$4.48	\$2.24

BROWN	DEMETRIUS				\$3.89	\$1.95
DAY	VICTOR JR.				\$6.04	\$3.02
VEASY	JOSEPH				\$0.78	\$0.39
CALDERON	ADRIAN				\$1.75	\$0.88
ALVAREZ	RONALD				\$1.17	\$0.58
WALKER	RAYMOND				\$4.87	\$2.43
CHACON	ORLANDO				\$9.15	\$4.58
CRUZ	LUIS				\$0.08	\$0.04

5. Defendants Reynolds Machine Co., LLC and Sussek Machine Co., LLC must deliver payment for attorneys' fees and costs to Hawks Quindel, S.C. in the amount of \$64,285.77 within 30 days of the date of this Order.

6. Defendants Reynolds Machine Co., LLC and Sussek Machine Co., LLC must deliver the above payments to Plaintiff's Counsel, at the following address, by the end of business on the date in the above schedule or, if the date above falls on a weekend, the following business day:

Summer H. Murshid
Hawks Quindel, S.C.
222 East Erie Street, Suite 210
Milwaukee, WI 53201

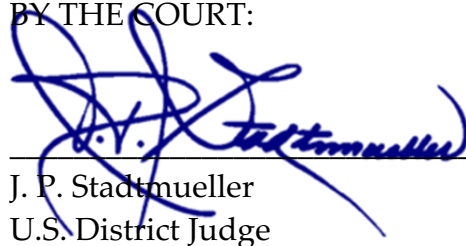
7. By consent of the Parties, the Court shall retain jurisdiction for the sole purpose of enforcing the terms of the Settlement Agreement and the mandatory injunction contained herein.

8. Except as provided for in paragraphs 1 through 7 above and as otherwise stated in the Parties' Settlement Agreement (ECF No. 36-1), this matter is dismissed with prejudice. Each party shall bear its own

attorneys' fees and costs not otherwise provided for the Settlement Agreement or this order.

Dated at Milwaukee, Wisconsin, this 30th day of June, 2020.

BY THE COURT:

A handwritten signature in blue ink, appearing to read "J.P. Stadtmueller", is written over a horizontal line.

J. P. Stadtmueller
U.S. District Judge